



Platinum Plus Motor Legal Protector

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

To make a claim:

Call: 0333 241 3393
Email: bpclaims@coplus.co.uk
Address: Coplus, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Claims must be reported as soon as possible after the insured event.

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Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the **motor insurance policy**.

What criteria apply?

- The policyholder must have valid motor insurance throughout the duration of the motor legal expenses insurance;
- The **vehicle** must be specified in the **motor insurance policy** and driven or ridden by a person entitled to do so.

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 Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.
 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.
 Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** insurance broker may ask as part of **your** application for cover under the policy;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** insurance broker of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **your** insurance broker may ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** insurance broker is inaccurate or has changed, **you** must inform them as soon as possible.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

Legal Advice Helpline

Your call will be answered 24 hours a day to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.

To contact the helpline, call: **0333 241 3381** quoting the reference 'Motor Legal Expenses'.

How to make a claim

Any person who is covered by this policy may make a claim. In the event of a claim, please contact **us** as soon as is practicable after the date of the **insured event**, giving **us** as much information as **you** can about what has happened before **you** incur any costs.

On receipt of **your** claim, **we** will estimate the likely value of **your legal action** and determine whether it is a **small claim**. In the event that it is a **small claim**, **we** will allocate **your legal action** to a **claims handler** for **assistance services** and all other **legal actions** to a **panel solicitor** according to General Condition 2.

Telephone: **0333 241 3393**

Email: bpclaims@coplus.co.uk

Or **you** can write to **us** at:

Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' in all communications.

If an accident occurs:

- Write down the details of each vehicle and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

Please remember:

In the event of a **legal action** for personal bodily injury, **we** have the right to have a medical examination carried out on any injured person at **our** expense.

Important

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred even if **we** subsequently accept **your** claim.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager
 Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

Telephone: **0333 241 9580**
 Email: qtmial@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**. If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR

Telephone: **0800 023 4567**
 Email: complaint.info@financial-ombudsman.org.uk
 Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

Wording	Meaning
Adverse costs	Any legal costs , including profit costs, disbursements , VAT and interest, which you are ordered to pay by order of the court or have agreed with the opponent to pay with our prior written agreement. These may include for example, the opponent's solicitor's fees, barrister's fees or expert's fees.
Appointed representative(s)	The panel solicitor or non-panel solicitor , solicitors' firm, barrister or other suitably qualified person appointed or approved by us to act on your behalf.
Assistance services	Uninsured loss recovery and other services provided by the claims handler for small claims .
Civil proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.
Claims handler	Us or a suitable third party appointed by us to act on your behalf where your legal action is a small claim .
Damages	Any uninsured losses incurred in connection with an insured event and/or any sum that a court says your opponent must pay or money your opponent agrees to pay to settle your legal action .

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Disbursements	Any costs reasonably incurred by an appointed representative or the claims handler on your behalf in connection with your legal action in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
Insured event	<p>Section 1 – Uninsured Loss Recovery An incident which gives rise to a legal action which occurs within the period of insurance and within the territorial limits involving the vehicle and the vehicle of a third party (including collisions) which:</p> <ul style="list-style-type: none"> i) causes damage to your vehicle; and/or ii) causes damage to any personal belongings within or on the vehicle; and/or iii) causes your death or bodily injury whilst you are travelling in or on the vehicle, or getting into or out of or on or off the vehicle; and/or iv) any other uninsured losses (including but not limited to alternative transportation costs, should your vehicle be unusable following an accident and loss of earnings as a result of an accident requiring you to take time off work). <p>All other sections An incident which gives rise to a claim under this policy as described more fully within the cover sections of this document.</p>
Insurer	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
Legal action	The pursuit of losses or damages against a third party arising from an insured event .
Legal costs	Professional legal fees and/or expenses reasonably incurred by the appointed representative or the claims handler whilst acting for you in the pursuit of a legal action and which you are bound to pay.
Motor insurance policy	The policy of motor insurance for your vehicle which has been issued in accordance with the requirements of the Road Traffic Act 1988.
Non-panel solicitor	A solicitor appointed by you and approved by us to represent you following an insured event which is not a panel solicitor .
Opponent	The third party responsible for the accident or collision which has given rise to an insured event under this policy and against whom you wish to bring a legal action .
Panel solicitor	A solicitor recommended by us to you in the event of a legal action , to act on your behalf and provide assistance.
Part 36 Offer	<p>Any offer made to settle a legal action, where blame is accepted or not, made by either party throughout the legal action.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"> • be in writing; • call itself a Part 36 Offer; • be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted; • specify if the offer covers the whole legal action, part of it, or an issue that arises in it and, if so, which; • advise whether any counterclaim is factored in.
Period of insurance	The period of 12 calendar months beginning with the date of inception of this Motor Legal Expenses Policy.
Proportionate	Where the costs of pursuing a legal action do not exceed the value of the likely award of damages . When deciding whether the legal action is proportionate we will consider the factors set out in General Condition 9.
Reasonable prospects	A greater than 50% chance that you will be successful in your pursuit and that you will make a successful recovery.
Small claim	A legal action which we determine would be, or is actually allocated to the small claims track by a court under the Civil Procedure Rules as amended from time to time. The small claims track is the procedure for making low value claims for damages where the recovery of legal costs is limited. The limit under which a legal action is determined to be a small claim is set by the Civil Procedure Rules and may change from time to time.
Territorial limits	Section 1 & 2 The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

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	All Other Sections The United Kingdom, the Isle of Man and the Channel Islands.
Uninsured losses	Any loss directly arising from an insured event that is not covered by any other insurance policy.
Vehicle	The vehicle(s) specified in the motor insurance policy which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the vehicle at the time of any event which gives rise to a legal action .
We/our/us	Motorplus Limited t/a Coplus.
You/Your	The named holder of this policy, who lives in the United Kingdom, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the vehicle under the motor insurance policy who is also resident in United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man (including any other person who is a passenger or pillion passenger in or on the vehicle).

Cover

Section 1 – Uninsured Loss Recovery	
What is Covered?	Cover Conditions
<p>1) Upon payment of the premium; the insurer will indemnify you as follows:</p> <ul style="list-style-type: none"> a) provided that condition 2 below of this Cover section applies, for any legal action which is not a small claim, the legal costs, adverse costs and disbursements incurred in bringing a legal action against a third party in consequence of an insured event up to a limit of £100,000 for any one insured event; and b) provided that condition 2 below of this Cover section applies, for any legal action which is a small claim, the legal costs, adverse costs and disbursements incurred in bringing a legal action against a third party in consequence of an insured event up to a limit of £500 for any one insured event. <p>2) The indemnity set out in condition 1 of this Cover section above shall only apply where the legal action:</p> <ul style="list-style-type: none"> a) relates to an insured event; b) has been notified to us as soon as practicable after the date of the insured event; and c) can be dealt with by a court of competent jurisdiction within the territorial limits. <p>We will cover you for costs incurred in recovering uninsured losses including, for example:</p> <ul style="list-style-type: none"> a) policy excess and other financial losses; b) vehicle repairs if your vehicle is damaged in an accident; c) costs of a hire car, should one be necessary; d) vehicle recovery if your vehicle is stranded following an accident. 	<p>We will provide this cover provided that:</p> <ul style="list-style-type: none"> a) Any claim is reported to us as soon as practicable following an insured event. We shall have the right to reject any claim under this policy where your delay in notifying us has adversely affected the likely outcome of your claim; b) Your legal action has reasonable prospects of success; c) The legal action can be pursued in a proportionate manner, unless otherwise agreed by us; d) The insured event occurred within the territorial limits and within the period of insurance; e) The insured event was the fault of the opponent; f) You do not deliberately mislead us, the claims handler or the appointed representative or exaggerate the claim and/or legal action or bring any false or contrived claims and/or legal action; g) We have given written approval to pursuing a legal action prior to you commencing any legal proceedings or making an appeal; h) You follow our, the claims handler's or the appointed representative's advice and provide any information they ask for; i) Your appointed representative follows the requirements set out in the appointed representative conditions.

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Section 2a – Motor Prosecution Defence	
What is Covered?	What is not Covered?
<p>The insurer will cover legal costs up to £100,000 to defend a legal action in respect of a motoring offence arising from your ownership or use of the vehicle where you are facing suspension or disqualification of your driving licence, provided your vehicle was being used within the territorial limits.</p> <p>This includes but is not limited to the potential suspension of your driving licence under the “totting up” procedure.</p> <p>Cover includes costs in respect of pleas in mitigation, provided that there is a more than 50% prospect that such a plea will materially affect the outcome.</p> <p>You must advise us of your summons no later than 7 days after receiving it.</p>	<ul style="list-style-type: none"> a) Any claims made in respect of parking offences or obstruction, for which you receive no penalty points against your licence, or any claims involving your dishonesty; b) Any claims made when you have been driving or riding the vehicle without valid motor insurance; c) Any claims made when you qualify for legal aid; d) More than two claims in any one period of insurance; e) Any prosecutions brought against you where you are alleged to be under the influence of alcohol and/or drugs; f) Any legal costs and expenses covered by your motor insurance policy.

Section 2b – Vehicle Cloning and Illegal Towing and Clamping	
What is Covered?	What is not Covered?
<p>The insurer will cover legal costs:</p> <ul style="list-style-type: none"> 1. up to £25,000 to defend a legal action in respect of a motoring offence arising from the illegal use of your vehicle’s identity by another person or organisation; and 2. up to £2,500 in any one period of insurance in respect of legal costs incurred in pursuing the recovery of illegal clamping or towing fees in relation to the vehicle. 	<ul style="list-style-type: none"> a) Claims occurring where the vehicle’s identity has been copied by someone living with you; b) Any claims made less than 30 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted; c) Claims following any dishonest, fraudulent or criminal act by you or someone living with you; and d) Any losses other than legal costs incurred by you as a result of vehicle cloning.

Section 3 – Motor Contract Cover	
What is Covered?	What is not Covered?
<p>The insurer will provide cover in respect of the legal costs incurred by taking or defending a legal action as a result of an event arising from any contract that you have to:</p> <ul style="list-style-type: none"> 1. buy, hire or sell the vehicle or any of its parts or accessories; or 2. service, repair or test the vehicle in any way. <p>The insurer will provide cover provide that:</p> <ul style="list-style-type: none"> a) the contract was entered into within the territorial limits; b) the dispute first arose within the period of insurance; and c) any legal action is brought within the territorial limits; 	<ul style="list-style-type: none"> a) Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted. This is not applicable if a claim relates to goods and services that are brand new, and being purchased after the inception date of this policy. b) Any claim made where the amount in dispute is less than: <ul style="list-style-type: none"> i. £1,000 for buying or selling the vehicle; ii. £500 for hiring the vehicle; and iii. £250 for servicing, repairing or testing the vehicle. c) Any dispute over the amount of money or other compensation due under an insurance policy. d) Any dispute arising from an allegation of dishonesty against you. e) Any dispute arising following your deliberate breach of a contract. f) More than two claims in any one period of insurance.

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Section 4 – Motor Database Disputes

What is Covered?	What is not Covered?
<p>The insurer will cover legal costs up to a maximum of £10,000 to represent you in a dispute with the police or government agency if:</p> <ol style="list-style-type: none"> 1. the vehicle is seized due to a failure in communication between your insurer and the Motor Insurance Database; 2. if incorrect information is held/recorded on a motoring database about your driving record (e.g. driving licence, claims, convictions); or 3. if incorrect information is held about the vehicle, which adversely affects you. 	<ol style="list-style-type: none"> a) Any error or omission by you which means that the information held on any motoring databases is incorrect; b) More than two claims in any one period of insurance.

General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Claims

- a) **You** will give notice to **us** as soon as practicable following an **insured event**;
- b) **You** will take all steps necessary to assist in the recovery of **legal costs, disbursements** and **adverse costs** from a third party where appropriate and where **you** are able to do so;
- c) All **legal costs, disbursements** and **adverse costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- d) All **legal costs, disbursements** and **adverse costs** and any other costs may only be incurred with **our** prior consent;
- e) **Legal costs, disbursements** and **adverse costs** will not be paid on an interim basis throughout a **legal action**;
- f) **You** will not enter or offer to enter into any negotiation to settle the **legal action** without **our** prior written approval to do so;
- g) **You** will not unreasonably withhold consent for **your claims handler** or **appointed representative** to make an offer to settle the **legal action**. This includes agreeing to settle by way of a **Part 36 offer**;
- h) If an offer of settlement (which may include a **Part 36 offer**) is made that **we**, the **claims handler** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- i) **You** will not withdraw from any **legal action** without **our** permission to do so;
- j) **You** must attend court or any expert examination where asked to do so;
- k) In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of **damages** that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- l) **We** reserve the right to:
 - i) take over any **legal action** or **civil proceedings** at any time and conduct them in **your** name;
 - ii) negotiate or settle any **legal action** or **civil proceedings** on **your** behalf;
 - iii) contact **you** directly at any point concerning **your legal action**.
- m) **You** must respond to **us** promptly in all matters relating to a claim and/or **legal action**, within 14 days unless **we** are satisfied that there is a reason why this is not possible.

2. Claims handler and Appointed representative

- a) For **legal actions** which are not **small claims**, before legal proceedings are issued, **we** will instruct a **panel solicitor** to act for **you** to pursue or settle any **legal action** **we** have accepted in accordance with the terms and conditions of this policy;
- b) For **legal actions** which are **small claims**, before legal proceedings are issued a **claims handler** will be instructed to act for **you** to pursue or settle any **legal action** **we** have accepted in accordance with the terms and conditions of this policy;
- c) For any **legal action**, should legal proceedings need to be issued or where there is a conflict of interest, **you** can appoint a **non-panel solicitor** of **your** own choice. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**;
- d) If **you** appoint a **non-panel solicitor** then the **non-panel solicitor** must agree to the terms specified in section 2e. If there is any dispute over **your** choice of **non-panel solicitor** **we** will ask **you** to nominate an alternative. If, after **you** have done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint a **panel solicitor** in order to protect **your** interests in any legal proceedings;
- e) If **you** do choose to appoint **your** own **non-panel solicitor**, this insurance will not cover **legal costs** and **disbursements** greater than the costs that **our panel solicitor** would charge in equivalent circumstances. For **your** information, this

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means that **we** would take into account the seriousness of the **legal action** and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

- f) The **appointed representative** or **claims handler**, if appropriate, will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your appointed representative** or **claims handler**, providing all necessary information and assistance to them as required;
- g) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms;
- h) **We** will not pay any **legal costs** of any **appointed representative**, other than a **panel solicitor**, prior to the issue of **civil proceedings** or a conflict of interest arising;
- i) **You** agree to **us** having access to the **appointed representative's** or the **claims handler's** file relating to **your legal action**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a **proportionate**; deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

4. Counsel's Opinion

In the event that there is a dispute over the prospects of success for **your** claim, **we** may at any time require **you** at **your** expense to obtain the opinion of an independent barrister on the **reasonable prospects** of **your** claim being successful and **proportionate**. If **we** subsequently agree to accept or continue with the claim, the reasonable costs of obtaining this opinion will be covered under this policy.

5. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate **legal action**.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

6. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or adjustment to **your** policy;

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- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take **legal action** against **you** and inform the appropriate authorities.

7. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

8. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

9. Proportionality

When deciding whether it would be **proportionate** to bring a **legal action** **we** will consider the following:

- a) the prospects of success and the likely costs of pursuing the **legal action**;
- b) the amount claimed and the amount of **damages** that are likely to be recovered;
- c) the amount of **adverse costs** that **we** would be likely to pay if the **legal action** was unsuccessful;
- d) the prospects of enforcing a judgment or agreement;
the cost of the representation used to provide assistance to **you** in bringing a **legal action**, prior to legal proceedings being issued; and
- e) any other relevant factor which **we** would consider reasonable to do so in the circumstances.

10. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any Claim:
 - a) where the date of the **insured event** is before the date of inception of this policy;
 - b) brought against **you**;
 - c) that is not notified to **us** as soon as is practicable following an **insured event**. **We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your legal action**;
 - d) if at the time **you** make a claim under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any **legal action** and the **legal costs, disbursements** and **adverse costs** in connection with this;
 - e) where the **opponent** cannot be traced or identified;
 - f) in excess of the limit of indemnity of £100,000 for **legal costs, adverse cost** and **disbursements** for any **legal action** which is not a **small claim** for any one claim on this policy;
 - g) in excess of the limit of indemnity of £500 for **legal costs, adverse costs** and **disbursements** for any **legal action** which is a **small claim** for any one claim on this policy;
 - h) costs incurred after **we** have advised **you** that **your legal action** is best settled by means other than **civil proceedings**;
2. The balance of **legal costs, disbursements** and **adverse costs** in excess of what has previously been agreed;
3. **Legal costs, disbursements** and **adverse costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
5. Any claim relating to violence or dishonesty on **your** part;

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6. Any **legal costs** of any **appointed representative**, other than a **panel solicitor** or **claims handler**, prior to the issue of **civil proceedings** or a conflict of interest arising;
7. Any **legal costs, disbursements** and **adverse costs** relating to any event giving rise to a **legal action** and/or leading to **civil proceedings** which are not identified in the cover section of this policy, including but not limited to:
 - a) costs paid directly to the **appointed representative** prior to **our** approval;
 - b) anything relating to a road traffic accident not covered by **your** primary **motor insurance policy**, or from **your** use or alleged use of alcohol and/or drugs;
 - c) matters where **you** intend to represent yourself during a **legal action**;
 - d) any **legal costs, disbursements** and **adverse costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original **legal action**, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal;
 - e) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to **legal action** concluded successfully under this policy;
8. No indemnity for **legal costs** or **disbursements** payable to or incurred by a **non-panel solicitor** will be provided unless General Conditions 2 (d) and (e) apply;
9. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
10. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
11. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
12. Compensation awarded to a person or group bringing a claim against **you**;
13. Any claims made in respect of **your** use or alleged use of a mobile telephone whilst driving, unless the telephone is used via hands-free mode;
14. Claims arising from or associated with the use of **your vehicle** for racing, rallies, pacemaking or trials;
15. Judicial review;
16. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights;
17. If **we**, the **claims handler** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your legal action**, the **insurer** will not pay for any costs arising from a subsequent or additional **legal action** to determine **reasonable prospects**;
18. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

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Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** Motor Legal Expenses policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM.

Privacy Statement

For full details of how we protect your privacy and process your data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

UK General Insurance Limited Privacy Notice

We are UK General Insurance Limited, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice. We are dedicated to being transparent

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about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Great Lakes Insurance SE Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

ADDITIONAL MOTOR CLAIMS SERVICE BENEFITS

In purchasing **our** Platinum Plus Motor Legal Expenses Insurance, **you** are automatically entitled to a number of additional services to ensure that **you** are fully taken care of in the event of a motor accident. The benefits are listed below.

How to use our additional services

In the event of an incident, please contact **us** as soon as possible giving **us** as much information as **you** can about what has happened to bring about a claim.

If **you** have purchased **our** Legal Expenses Insurance policy, **you** are entitled to use the additional motor claims services. Please note that all incidents must be reported to **us** as soon as reasonably possible after the **insured event**.

Telephone: **0333 241 3393**

Email: claims@coplus.co.uk

Or **you** can write to **us** at:

Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

Our claims line is open 24 hours a day, 365 days a year.

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' on all communications.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim or one of **our** additional motor claims services under this section, please contact **us** at:

Quality Assurance Manager
 Coplus
 Floor 2

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Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 241 3393**
Email: qtmal@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in the services sections below. These words and phrases can be identified in bold throughout the sections.

Approved supplier

A supplier of services which are the preferred supplier of **us**.

Insured event

An incident which gives rise to a claim under **your motor insurance policy**.

Vehicle

The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the vehicle at the time of any event which gives rise to a claim.

Motor Insurance Policy

The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Period of benefits

The period of 12 calendar months beginning with the date of inception of **your** Motor Legal Expenses Policy.

Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man

We/our/us

Motorplus Limited t/as Coplus

Total loss

The **vehicle** being assessed as being unable to be driven and damaged beyond the point where it would be economical to fund its repair. In the event that **you** are comprehensively insured, such assessment must be made by **your** motor insurers. In the event that **your** motor insurance is not comprehensive, such assessment will be made by **us**, or (if **you** are not responsible for the accident) by the insurers of the party responsible for the accident.

You/Your

The named holder of this policy, who lives in the **territorial limits**, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**).

ADDITIONAL BENEFITS

If **you** are involved in a motor accident **we** can offer the following services to assist **you**.

Section 1 – Accident claims management and support

An emergency claims line is available to **you** to report an **insured event** to **us** where **we** will discuss what additional service benefits will help **you** return to the position **you** were at prior to the **insured event**. **We** will also provide telephone advice in completing insurance claim documentation and dealing with all claims related correspondence following an **insured event**.

Section 2 – Free Accident Recovery Service

Where the **vehicle** is legally unroadworthy as the result of a motor accident, **we** will arrange for the recovery of the **vehicle** (and any passengers up to the manufacturer's recommended **vehicle** capacity accompanying **you**) by one of **our approved suppliers** to any one location within a 30 mile radius of the accident location within the **territorial Limits**.

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Conditions applying to the Free Accident Recover Service:

- the **vehicle** must be fully comprehensively insured;
- if the **vehicle** is repairable **we** will arrange recovery to an **approved supplier** or repairer approved by **your** motor insurer;
- **you** will be responsible for paying any onward recovery or storage charges;
- **our approved supplier** may decide to repair the **vehicle** rather than recover it;
- if the **vehicle** cannot readily be recovered, **you** will be responsible for all breakdown recovery and winching charges;
- if **you** decide not to proceed with a claim under **your motor insurance policy** or any claim is deemed invalid **you** will be responsible for all recovery and storage charges.

Section 3– Pay as You Need Breakdown and Recovery Cover

We will arrange for **you** to have access to a roadside assistance and recovery service.

Conditions applying to Section 3

- This service will only be provided to **you** by the service provider if **you** are able to pay immediately by debit or credit card, and the rates applicable at the time assistance is required will be payable by **you**. A receipt will be sent to **you** for all charges debited;
- **You** will need to state the location and condition of **your vehicle** as well as where it needs to be recovered to;
- As **you** are liable for all costs incurred **you** must make sure **you** provide as much information as possible to ensure the correct service is provided at the first call out;
- The service provider cannot be held responsible for any unforeseeable additional charges.

Section 4 – Uninsured Loss Recovery, including hire, repair & personal injury

If **you** are involved in an incident for which **you** are not at fault, **we** can offer the following services to assist **you**:

Non-fault replacement hire

A replacement credit hire **vehicle** can be arranged via **our approved suppliers** if **your vehicle** is deemed undriveable or for the repair duration following a non-fault motor incident.

Conditions applying to non-fault replacement hire

- **Our approved supplier** considers there is a genuine need and that **your vehicle** is undriveable or a **vehicle** is required for the duration of any repair;
- The **approved supplier** must establish that:
 - i) the incident is the fault of another party; and
 - ii) the other party has relevant insurance in place to pay for the hire charges. These hire charges are ultimately **your** responsibility;
- A **vehicle** will only be offered on credit, which means **you** will be ultimately responsible for the hire charges, but **our approved supplier** will attempt to recover the charges from the other person's insurance company, on **your** behalf;
- The replacement credit hire vehicle will only be provided for as long as is reasonably required;
- The **approved supplier** will decide whether the credit hire is viable and that costs are likely to be recoverable from the responsible party's insurance company. Their decision regarding liability will be final.

Non-fault repair & total loss

Coplus will arrange the repair to the **vehicle** on request via **our approved suppliers** following a road traffic incident where **you** are deemed to be not at fault.

Conditions applying to non-fault repair & total loss

- The question of liability will be determined by the **approved supplier** and their decision will be final;
- The repairs will be arranged via the **approved supplier's** nationwide network of repairs;
- The **approved supplier** will recover the repair costs on **your** behalf from the third party who is at fault;
- If **your vehicle** is a **total loss** and the incident was not **your** fault, then either **we** or **our approved supplier** will assist with the recovery of **your total loss** settlement via the responsible party's insurance company.

Non-fault personal injury

We can recommend to **you** a law firm from **our approved suppliers** to pursue a claim for personal injury compensation.

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Conditions applying to non-fault personal injury

- **You** accept the recommendation and pursue a claim directly with the **approved supplier**;
- **You** are not at fault for the incident;
- The decision on liability will be ultimately made by the **approved supplier**. The **legal costs** will be recovered from the at responsible party's insurance company on behalf of **you**; and
- The compensation valuation is estimated to be above the **small claims** limit set by the Civil Procedure Rules used by the Court of Appeal, High Court of Justice and County Courts in civil cases in England and Wales.

Section 5 – Guaranteed Courtesy Car

If **you** are deemed at fault for the **insured event**, **we** can arrange for a free courtesy car for the duration of the period required to repair **your vehicle**.

Conditions applying to Guaranteed Courtesy Car

- **Your vehicle** must be repaired by one of **our approved suppliers**;
- The **vehicle** will be a small Group A **vehicle** such as a Ford Ka or a Nissan Micra or similar;
- The **approved supplier** is not responsible for providing a like for like replacement vehicle;
- The courtesy car will be provided whilst **your vehicle** is undergoing repair only;
- A courtesy car will not be provided where **your vehicle** is deemed to be a **total loss**. However, an emergency hire vehicle may be made available to **you** under Section 5 - Emergency Vehicle Hire of the main Platinum Motor Legal Protector Plus policy.

Section 6– Total Loss Recovery

We can provide advice, alongside **your** insurance broker, regarding the recovery of **your total loss** claim, where as a result of an **insured event** that was **your fault your vehicle** is deemed to be a **total loss**.

Where **you** are not at fault for the incident, **we** can assist in the negotiation of **your total loss** claim directly with the other party's insurance company.

Section 7 – Glass Repair and Replacement Service

We can assist in arranging the repair and replacement of window and windscreen glass where it is covered by **your motor insurance policy** and **we** make the repair or replacement arrangements. **We** will endeavour to arrange for **your** motor insurer to be charged directly for the costs incurred. Where such costs are not covered by **your motor insurance policy** **you** must pay all costs incurred directly to the **approved suppliers**.

Section 8 – Key Repatriation Cover

We will send **you** a key fob by separate letter within 5 days. **You** must attach the fob to **your vehicle** keys for this service to apply. The key fob enables the finder of **your lost vehicle** keys to return **your** keys if found to **us**.

Should **your** keys be recovered they will be sent to **us**. **We** will retrieve **your** details and will contact **you** immediately. Once contact has been made **you** will be asked to perform an authenticity check of the keys and to confirm **your** address. Once this is complete the keys will be returned to **you**.



Replacement Vehicle

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.

To make a claim:

Call: 0333 241 9556

Email: claims@coplus.co.uk

Address: Coplus Claims, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Claims must be reported as soon as reasonably possible and no later than 14 days from the date of the insured event.

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Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the motor insurance policy who also meets the hire company's conditions.

The **Replacement Vehicle** policy is available to policyholders living in England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

Key requirements

- Any user of the **vehicle** must be covered by motor insurance which is in force throughout the duration of the replacement vehicle policy.
- The insured **vehicle** must be roadworthy at the time of an **insured event** that gives rise to a claim and covered by a valid MOT certificate (if required).
- The insured **vehicle** must be covered by a valid and current operator's licence (if required).
- The insured person must meet the terms and conditions of the hire company. Which may include, but are not limited to:
 - i. Meeting any age requirement;

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- ii. Having a valid driving licence;
- iii. Meeting any residency requirements.

If the insured person cannot meet these requirements, a cash benefit may be payable as above, or **we** may consider paying alternative public transport costs. Alternatively, the insured person may be responsible for insuring the hire car themselves and any alternative insurance provided must be agreed with the hire company.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** broker may ask as part of **your** application for cover under the policy;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** broker of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **your** broker asks when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** broker is inaccurate or has changed, **you** must inform them as soon as possible.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** giving **us** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

Telephone: **0333 241 9556**

Email: claims@coplus.co.uk

Or **you** can write to **us** at:

Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

In order for **us** to help **you** more efficiently, please quote '**Replacement Vehicle**' in all communications.

An **insured event** involving theft or attempted theft, or vandalism must be reported to the police and a valid crime reference obtained.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

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Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Sale of the policy:

Please contact **your** broker who arranged the Insurance on **your** behalf.

Claims:

If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 043 1326**

Email: qtmil@coplus.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten employees.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Tel: **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: **0800 678 1100** or **020 7741 4100** or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

Wording	Meaning
Beyond Economical Repair	The vehicle being assessed as being legally unroadworthy and damaged beyond the point where it would be economical to fund its repair. In the event that you are comprehensively insured, such assessment must be made by your motor insurers. In the event that your motor insurance is not comprehensive, such assessment will be made by us , or (if you are not responsible for the accident) by the insurers of the party responsible for the accident.
Hire Firm	The period from the date a replacement vehicle is delivered to you until the earliest of the following dates: a) where the insured vehicle is beyond economical repair , the date when you receive a payment which you accept in respect of the value of the insured vehicle ; or b) where the insured vehicle is beyond economical repair and you receive an offer of settlement in respect of the insured vehicle which we consider reasonable, but which you want to reject, the date on which we notify you of our opinion; or c) where the insured vehicle is stolen and recovered and found to be immediately driveable, the date the insured vehicle is recovered; or d) where the insured vehicle is stolen and recovered and found to be undriveable, the date when you are advised that the insured vehicle is driveable; or e) where your claim is declined by your motor insurers, the date when you receive notification of this fact; or f) the end of the 14th day of hire; or g) the insured vehicle has been repaired. Note: Hire is calculated on the basis of a 24 hour period. For example, if a replacement vehicle is delivered to you at 3pm on Monday, the end of the fourth day would be 3pm on Friday. Anything over 24 hours (i.e. after 3pm in this example) will be classified as the next day.
Insured event	Either: a) The theft or attempted theft of or damage by fire, accident or act of malicious damage to the insured vehicle where the vehicle is deemed legally unroadworthy or beyond economical repair ; or b) the theft of the insured vehicle where it remains unrecovered. An insured event must be covered by the motor insurer of the vehicle .
Insurer	Astrenska Insurance Limited.
Legally Unroadworthy	Damaged in a manner which renders it unfit for lawful use on a public highway within the territorial limits . We may ask you to prove the vehicle is legally unroadworthy by submitting an engineer's report.
Period of insurance	The period of 12 calendar months beginning with the date of inception of this replacement vehicle Policy, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. All cover under this policy will cease if there is no motor insurance policy in force.
Replacement vehicle	A replacement vehicle selected by us and having an equivalent engine capacity to the insured vehicle , but not exceeding class S2 (for example, VW Polo 1.2, Vauxhall Corsa 1.2 or equivalent) or for commercial vehicles, class PV2 (for example Peugeot Boxer SWB, Ford Transit SWB or equivalent).
Territorial limits	England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle	The vehicle(s) specified in the motor insurance policy which was being driven or ridden by a person entitled to drive or ride.
Vehicle hire costs	The cost of hiring a replacement vehicle for one continuous hire period.
You/your	You and any other person driving the insured vehicle with your permission and under the cover of your motor insurance providing they satisfy the hire firm's standard

	terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the territorial limits .
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

Cover	
What is covered?	What is excluded?
<p>Upon payment of the premium, where the insured vehicle has been assessed as beyond economical repair, is legally unroadworthy or remains unrecovered as a result of an insured event arising within the territorial limits during the period of insurance, the insurer will arrange:</p> <ol style="list-style-type: none"> 1. A replacement vehicle to be provided to you for the duration of the hire period. The insurer will pay the vehicle hire costs provided that the hire has been arranged by us through a hire firm. The replacement vehicle will be delivered to you as soon as is practically possible following your report of an insured event to us; 2. If the hire firm is unable to supply you with a replacement vehicle because you do not meet their terms and conditions of hire, then the insurer will either at their discretion: <ol style="list-style-type: none"> a) pay a cash benefit up to £150 per insured event; or b) cover the cost of alternative public transport up to a maximum of £300 per insured event on receipt of valid receipts and/or tickets. 	<p>The following exclusions apply to all sections of this insurance contract:</p> <ol style="list-style-type: none"> 1. An insured event involving theft or attempted theft, malicious damage and/or vandalism to your vehicle which has not been reported to the police and a valid crime reference obtained; 2. The insurer will not pay vehicle hire costs or any alternative cash or transport costs benefits for claims arising out or more than two insured incidents in any one period of insurance; 3. The insurer will not be able to supply a replacement vehicle to any person who does not meet the hire firm's standard terms and conditions of hire in force at the date that the insured incident reported to us. In this case, we may consider providing an alternative cash benefit or paying alternative public transport costs as per the Cover Section part 2; 4. The insurer will not pay costs incurred for the purchasing of a collision damage waiver from the hire firm, or in the event of you being involved in an accident whilst driving the replacement vehicle, the cost of any excess imposed by the hire firm in the event that you have not purchased a collision damage waiver; 5. The insurer reserves the right to recover vehicle hire costs from you during any period after the hire period if:- <ol style="list-style-type: none"> a. you receive a settlement prior to the expiry of the hire period; or b. your hire period ends early but it was discovered that the vehicle was driveable and you didn't inform us.

General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. Claims

- a) **You** must keep **us** fully informed at all times of all matters relating to the **insured event** and in particular must notify **us** as soon as practicable if an insured **vehicle** that has been stolen is recovered, or if an insured **vehicle** is rendered driveable;
- b) **You** must report all claims to **us** within 14 working days of the **insured event**. All claims must be reported to **your** motor insurer to claim under this policy;
- c) **You** must report any **insured event** involving theft or attempted theft or malicious damage to the police and obtain a valid crime reference;
- d) **You** must respond to **us** promptly in all matters relating to a claim;
- e) **We** reserve the right to:
 - i) take over any claim or civil proceedings at any time and conduct them in **your** name;
 - ii) negotiate or settle any claim on **your** behalf;
 - iii) contact **you** directly at any point concerning **your** claim.

2. Conditions of Hire

You must abide by the **hire firm's** terms and conditions of hire at all times during the hire period. These terms and conditions will be made available to **you** before **you** opt to accept a **replacement vehicle**.

If **you** do not meet these terms and conditions, a cash benefit of up to £150 per **insured event** may be payable as noted in the Cover Section, part 2 (above). This benefit will be paid at the **insurers** discretion and only when they are satisfied that a **replacement vehicle** cannot be provided to **you** by the **hire firm**. Alternatively the **insurer** may consider the cost of alternative public transport up to £300 per **insured event** as noted in the Cover Section, part 2 (above).

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 Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.
 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.
 Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

You will generally be required to return the **replacement vehicle** at the end of the hire period to an agreed location and with a full tank of fuel, unless the **hire firm** agree otherwise.

You will be required to present the following documents to the hire company:

- a) Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
- b) Driving licence photo cards and licence summaries/unique codes (obtainable from the DVLA for yourself and any other insured drivers **you** wish to drive the **replacement vehicle**);
- c) Proof of address/residency, such as a recent utility bill.

If **you** do not provide these documents and, if applicable, a crime reference number **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this policy.

You must pay the insurance excess arising on any claim relating to the **replacement vehicle** which arises within the hire period or pay a collision damage waiver. Full details of this will be made available before hire commences.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud;
- b) Non-payment of the premium;
- c) Threatening or abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other **insurers**, in the future.

4. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

5. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated;

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then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. The insured will not pay **vehicle hire costs** or any other costs for more than one **insured event** per any one claim under **your** motor insurance;
3. The **insurer** will not supply a **replacement vehicle** if **your vehicle** is a taxi or private hire vehicle, or if **you** are a self-drive hire operator;
4. If **you** are a motor trader, the **insurer** will only provide a **replacement vehicle** if it is to be used solely for **your** own personal use;
5. The **insurer** will not supply a **replacement vehicle** where it is to be used for racing, rallies or competitions;
6. The **insurer** will not supply a **replacement vehicle** where there is any allegation that the **insured event** had occurred after **you** had consumed alcohol or illegal drugs;
7. The **insurer** will not supply a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
 - a. not roadworthy;
 - b. not covered by a valid, current MOT certificate (where this was required at the time);
 - c. not covered by a valid, current operator's licence (where this was required at the time);
 - d. being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988;
 - e. being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence);
8. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle** policy did not exist;
9. Any claims made in respect of alternative public transport costs without valid receipts or tickets and prior authorisation by the **insurer**;
10. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
11. Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation;
12. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted;

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable communications, interpretations, or processing by electronic or electromechanical data processing or other electronically

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controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** policy is 12 months. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** broker who will be able to discuss **your** requirements.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Astrenka Privacy Notice

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
 - issue you this insurance policy;
 - deal with any claims or requests for assistance that you may have
 - service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based

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outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.